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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALLMED SYSTEMS INC., et al.,
Plaintiffs,
v.
HEALTHTRONICS, INC.,
Defendant.

No. C 10-0904 MHP

MEMORANDUM & ORDER

Re: Defendant's Motion to Stay

On March 17, 2010, HealthTronics, Inc. moved to stay this action pending resolution of the purportedly identical action *HealthTronics, Inc. v. Lisa Laser USA, Inc and Lisa Laser Products OHG*, Cause No. D-1-64-08-004469, then pending in the District Court of Travis County, Texas. Docket No. 12 (Motion). Defendants in the Texas action moved to dismiss, arguing that the contract at issue contained a forum selection clause specifying the state courts in Alameda County as the appropriate venue. On April 16, 2010, the Texas Supreme Court held that:

The forum-selection clause at issue in this case governs the forum for the dispute between HealthTronics and Lisa Laser, and the trial court abused its discretion in failing to dismiss the case based on this clause. . . . we conditionally grant Lisa Laser's petition for a writ of mandamus and direct the trial court to vacate its order and grant Lisa Laser's motion to dismiss. We are confident the trial court will comply, and the writ will issue only if it fails to do so.

Docket No. 20 (Davis Dec.), Exh. A (Supreme Court Opinion) at 11. Since the Texas action is to be dismissed, defendant's motion to stay is DENIED as moot.

IT IS SO ORDERED.

Dated: 4/23/2010


MARYLYN HALL PATEL
United States District Court Judge
Northern District of California